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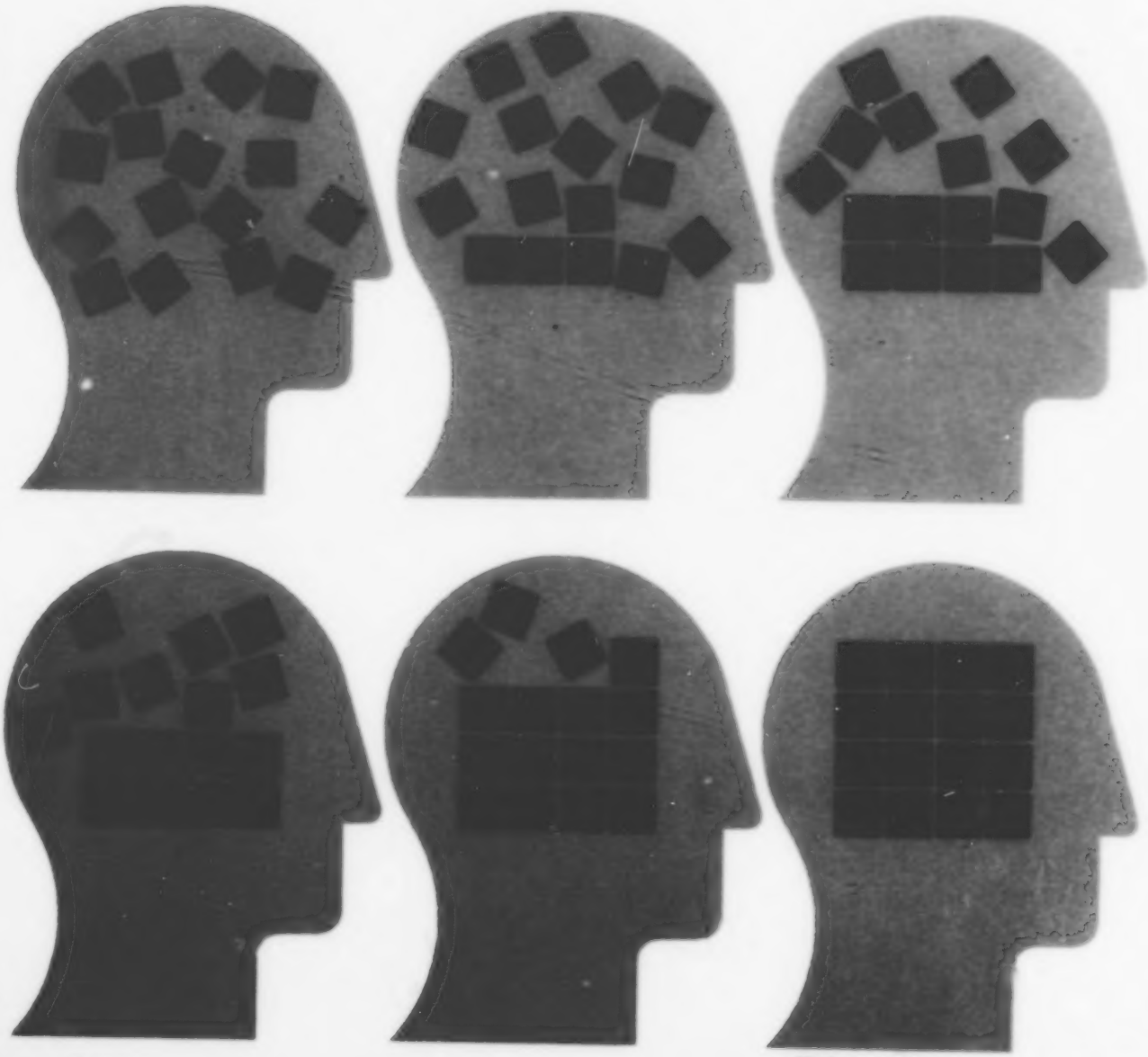
Alcohol and Drug Abuse Provisions in Major Collective Bargaining Agreements in Selected Industries

U.S. Department of Labor
Bureau of Labor Statistics
October 1990

Bulletin 2369



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Alcohol and Drug Abuse Provisions in Major Collective Bargaining Agreements in Selected Industries

U.S. Department of Labor
Elizabeth Dole, Secretary

Bureau of Labor Statistics
Janet L. Norwood, Commissioner

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Preface

The Drug Abuse Act of 1986 (Public Law 99-570) requires the Secretary of Labor to conduct research into employers' anti-drug abuse programs. The first product of the research was the Survey of Employer Anti-drug Programs (Report 760), published by the Bureau of Labor Statistics in January 1989. This survey produced estimates of the number of private nonagricultural establishments having drug testing or employee assistance programs for drug abuse. These estimates showed that testing and employee assistance programs were not widespread and that the most important factor with regard to the incidence of these programs was establishment size. Only among very large establishments were these programs common. Establishments employing few workers were unlikely to have either a testing or an assistance program. The availability of such programs showed little difference by industry and geographic region.

This bulletin continues the requirement of conducting research into employers' anti-drug programs. It examines the prevalence and characteristics of alcohol and drug abuse provisions in major collective bargaining agreements (covering 1,000 workers or more) in five industries: Petroleum refining, primary metals manufacturing, transportation equipment manufacturing, trucking, and interurban and local transit (mass transit). These industries were selected for study by the Bureau because establishments in them tend to be large and, as found in the earlier BLS study, large establishments are more likely to have substance abuse provisions in their collective bargaining agreements.

The agreements studied are part of the current file of major collective bargaining contracts maintained by the Bureau of Labor Statistics for public and government use as directed by Section 211 of the Labor-Management Relations Act of 1947. All collective bargaining agreements, supplemental agreements, side letters, and insurance plans that were on file with BLS and in effect on or after January 1, 1989, were examined. The reader is cautioned that the results of this study should not be considered representative of all industries.

This bulletin was prepared in the Office of Wages and Working Conditions under the direction of George L. Stelluto, Associate Commissioner, and Alvin Bauman, Chief of the Division of Developments in Labor-Management Relations. Coding and preparation of analysis were done by Michael Cimini and Jacqueline Gadt, with assistance from Sandra S. Moxley, Isadoria Williams, and Rita Edwards, all in the Division of Developments in Labor-Management Relations; computer programming and tabulation of data were developed by Gene Owens, Kevin Mattingly, Joann Turner, and Wallace Coleman, Office of Statistical Operations, Division of Directly Collected Periodic Surveys, under the direction of Greg Richards, Division Chief.

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Chapter 1. Introduction

Substance abuse, so pervasive in America today, has not spared the workplace.[1] In fact, substance abuse has had a serious adverse effect upon the work force in the United States and has resulted in billions of dollars of losses each year. The Department of Health and Human Services has estimated that drug abuse costs $60 billion annually in absenteeism, turnover, accidents, medical claims, employee theft, and decreased productivity.[2] The National Council on Alcoholism has estimated that alcohol is directly or indirectly responsible for 97,500 deaths and results in $15 billion in medical claims annually.[3] Concern about these problems has led the Administration to ask for $7.9 billion for anti-drug programs for fiscal year 1990.[4]

Scope of study

As part of the Secretary of Labor's research on the role of the workplace in the war on drugs and alcohol, the Bureau of Labor Statistics analyzed collective bargaining agreement provisions addressing substance abuse. In the analysis, 217 major agreements, covering almost 1.5 million workers in five industries, were examined for contract language addressing alcohol and drug abuse.

The study of agreement provisions included a review of the following:

- incidence and scope of substance abuse provisions;
- employee coverage under the provisions;
- actions permitted when employees are identified as substance abusers;
- type of testing allowed;
- circumstances permitting testing;
- discipline, if any, for testing positive;
- rehabilitation, including employee assistance plans, use of medical plans for treatment, payment of sick leave benefits, and use of leaves of absence;
- follow-up programs;
- reinstatement policies for disciplined employees after treatment; and
- administrative provisions relating to alcohol and drug abuse programs.

Illustrative clauses

Included in the text are clauses taken from collective bargaining agreements found in the five industries that illustrate points of discussion. The agreement clauses are numbered 1 through 46 and are identified in appendix A. The interpretation and classification of the agreement clauses in this report reflect the Bureau's understanding, and not necessarily that of the parties who negotiated the agreements. In addition, the full text of all contract language addressing alcohol and drug abuse in four collective bargaining agreements is included in appendix B. The clauses in appendix B are for illustrative purposes only and are not intended as models.

[1] A recent Gallup poll found that one-fourth of all people surveyed had either seen or heard of illegal drug use during working hours, one-third believed that drugs were sold at work, and almost seven-tenths approved of drug testing in the workplace. ("Institute for a Drug-Free Workplace/Gallup Employee Survey," Washington, DC, December 14, 1989.)

[2] *National Drug Control Strategy* (The White House, September 1989), p. 2.

[3] The National Council on Alcoholism, "Facts on Alcoholism and Alcohol Related Problems," November 1987, p. 1.

[4] *National Drug Control Strategy*, p. 113.

Chapter 2. Contract Provisions Covering Substance Abuse

Detecting and dealing with alcohol and drug use in the workplace have always been controversial. The controversy centers upon reconciling employees' privacy rights with ensuring public safety and health. Some groups argue that employees have an "inalienable right to privacy," that testing constitutes search and seizure and is invasive and demeaning; they also question whether large-scale testing—particularly random testing—is justified and would lead to greater safety in the workplace. Proponents of testing argue that the interests of society outweigh individuals' privacy rights, that testing does not violate privacy rights if there are safeguards, and that testing can be an effective means to promote a safe workplace and to deter substance abuse.

In the collective bargaining arena, labor and management have had to face the issue of substance abuse. They have had to address testing and determine how to most effectively ensure the use of fair and reliable testing procedures. Of the 217 major agreements examined in this study, 124 (covering almost 1.3 million workers) had contract language addressing substance abuse. (See text table 1.) Virtually all agreements addressing substance abuse covered both alcohol and drugs; the remainder (three agreements covering 4,600 workers) included only alcohol abuse. (See table 1.)

Text table 1. Prevalence of substance abuse provisions

Industry	Total agreements studied		Agreements with substance abuse provision	
	Agreements	workers covered	Agreements	workers covered
Total	217	1,530,124	124	1,283,801
Petroleum refining	17	20,888	6	7,418
Primary metals manufacturing	60	180,189	30	135,103
Transportation equipment manufacturing	77	822,930	34	659,290
Local and interurban transit	24	115,737	16	92,600
Trucking and warehousing	39	390,400	38	389,400

Substance abuse clauses appeared in 97 percent of contracts in trucking, 67 percent in mass transit (local and interurban transit), 50 percent in primary metals, 44 percent in transportation equipment, and 35 percent in petroleum refining. Worker coverage was also highest in trucking (almost 100 percent), followed by transportation equipment and mass transit (both about 80 percent), primary metals (75 percent), and petroleum refining (35 percent). The differences in the incidence and employee coverage between the five industries appeared to some extent to be related to government regulations affecting the industries. (The reader is cautioned that the results of this study should not be considered representative of the workplace, since the five industries were selected for study on the basis of their likelihood of having substance abuse provisions in their collective bargaining agreements and not because they constituted a statistical whole. See the preface for more information.)

All agreements with testing provisions required mandatory testing only under specified conditions (e.g., reasonable suspicion, return to work after extended layoff, etc.). Generally, provisions relating to testing applied to all employees covered by the contract; only eight agreements, covering 88,850 workers (all in trucking), specified that just certain job classifications (e.g., "feeder drivers" at United Parcel Service) were covered by the contracts' substance abuse testing provisions. None of the agreements with testing provisions allowed mandatory, blanket testing (i.e., testing at any time for any reason) of all employees covered by the substance abuse provisions.

Chapter 3. Identification of Abuse Problems

The identification of an employee who is a possible substance abuser may result from observation by the employee's supervisor, on-site surveillance by security personnel, or, in some cases, search of the employee and/or the employee's possessions. Supervisors may recognize certain physical conditions of an employee (hand tremors, dilated or constricted pupils, etc.) or work performance problems (unexplained increase in errors, inability to concentrate, or excessive safety violations, for example) that may indicate substance abuse. Once an abuse problem is suspected, several courses of action may be available to the employer: Immediate dismissal, suspension, counseling or treatment, and testing.

The response to the initial identification of a potential alcohol or drug abuse problem may vary. Some collective bargaining agreements attack substance abuse problems by calling for immediate dismissal (or suspension) of employees who are under the influence of alcohol or drugs or who are caught using (or selling) these substances on company property or time. Usually, the action is taken with no initial warning. Under other contracts, employees may voluntarily seek substance abuse rehabilitation without jeopardizing their job security or future promotions. Under these contracts, employees who are identified as being substance abusers and who do not volunteer for treatment are disciplined, up to and including discharge. Thus, the focus of these agreements is to rehabilitate those employees who are willing and able to successfully complete a treatment program and to remove from the work force employees who choose to continue to be substance abusers. This "corrective and rehabilitative" approach sometimes includes specific testing language. Under some other contracts, employees who voluntarily request treatment before any disciplinary action has been taken are eligible for treatment, without having to undergo testing.

The 124 agreements containing alcohol and drug abuse provisions were examined to determine the initial action permitted by employers when their workers were suspected of substance abuse on company time or property. There were four distinct types of initial responses found in the agreements under study: (1) immediately dismissing or suspending the employees; (2) offering rehabilitation to such employees; (3) offering rehabilitation to employees who voluntarily request or accept substance abuse treatment and disciplining those who do not; and (4) testing suspected employees. The first three will be discussed in this chapter, and testing will be examined in chapter 4.

Rehabilitation

Of the 124 agreements containing substance abuse provisions, 33 (covering 648,230 workers) provided rehabilitation to employees who had substance abuse problems. (See table 2.) The 33 agreements did not contain contract language requiring testing or specifying discipline for substance abuse problems, although it is possible that testing was conducted and disciplinary action taken in some of these situations pursuant to other provisions in the agreements or to company rules or regulations. (The other provisions which were examined, but did not specifically refer to substance abuse, included, among others, management rights, discipline, safety and health, and medical examinations.) The vast majority of the 33 clauses providing substance abuse treatment were found in transportation equipment manufacturing. (Illustrative clauses follow; the clause number in this and in all other sec tions indicates the contract in which it appears, as identified in appendix A.):

> (1) The objective of the substance abuse program is to help employees who become afflicted with alcoholism or drug dependency. This program establishes a system for early identification of these problems, referral of the employee for proper treatment so that the problem can be controlled in a timely way, and concerned follow-up.
>
> (2) Without detracting from the rights and obligations of the parties recognized under other provisions of this agreement, the company and the union agree to cooperate at the terminal level or operation level in encouraging employees afflicted with alcoholism or drug addiction to undergo a program directed to the objective of their rehabilitation.

Rehabilitation and discipline

Thirty-two agreements, covering 112,458 workers, contained both "corrective" (disciplinary action) and "rehabilitative" (substance abuse treatment) provisions. Under the 32 agreements, employees who voluntarily requested treatment before any disciplinary action had been taken were eligible for treatment, while other employees who were identified as substance abusers and who did not volunteer for treatment were subject to disciplinary action. These agreements did not contain specific contract lan-

guage requiring testing, although it is possible that testing is conducted in some of these situations pursuant to other provisions in the agreements or to company rules or regulations. The vast majority of these contracts were in the primary metals industry (illustrative clauses follow):

(3) Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this agreement, the company and the union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

This procedure (not removing an employee from active work on the job until the merits of a discharge are determined) will be applicable to discharges or suspension involving...use and/or distribution on company property of drugs, narcotics, and/or alcoholic beverages.

(4) The company and the union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among Cessna Aircraft Company workers represented by the District Lodge No. 70 IAM& AW. Toward that end, the company and the union agree to fully explore how this can best be accomplished. Specifically, the utilization of the IAM Cares program in conjunction with the Wichita State University will be evaluated as an alternative to current programs. All employees...may be discharged by the company for cause such as...intoxication, or being under the influence of intoxicating liquor or drugs while on duty.

Immediate dismissal or suspension

Agreements providing for immediate discipline were relatively rare. Only 10 agreements, covering 21,513 workers, called for the immediate dismissal of employees who used or possessed alcohol or drugs on company time or property. One other agreement, covering 1,000 workers, imposed suspension of an unspecified length. These 11 agreements did not contain specific contract language requiring testing or offering rehabilitation, although it is possible that testing is conducted and disciplinary action taken in some of these situations pursuant to other provisions in the agreements or to company rules or regulations (illustrative clauses follow):

(5) Any employee found in the possession of intoxicating liquor, drinking, or under the influence on company property...(or) any employee found in possession of narcotics or any hallucinating drug, or in any way using drugs on company property will be subject to immediate discharge.

(6) For the commission of any of the following offenses, the company may...discharge or suspend an employee without notice:...Drunkeness on company time or company property...(or) possession or use of alcohol or an illegal drug which affects job performance.

Chapter 4. Testing

The Federal Government has already instituted drug testing programs for Federal workers and for employees in regulated industries. Under Executive Order 12564 issued by President Reagan in 1986, some 345,000 Federal workers became subject to random drug testing. In addition, thousands of companies that have Federal contracts have had to institute anti-drug policies as required by the Drug-Free Workplace Act, which went into effect in March 1989.

In the private sector, almost 4 million workers with "sensitive safety-and-security-related" jobs in transportation industries became subject to drug testing regulations issued by the Department of Transportation (DOT).[5] The employees to be tested are in the aviation, interstate trucking, railroad, maritime, mass transit, and pipeline industries. The new rules became effective in December 1989 for employers with at least 50 covered employees, although employees in the rail, maritime, and pipeline industries were phased in later.

The regulations require five types of tests: Random, pre-employment (or "pre-use"), reasonable cause, post-accident, and periodic (when an employee regularly takes required medical examinations). Under the rules, urine samples are screened at federally approved laboratories for the presence of five drugs (marijuana, cocaine, opiates, amphetamines, and phencyclidine). If the initial test is positive, a more sophisticated test (chromatagraphy/mass spectrometry) must be done. If the confirmation test is also positive, the employee must be immediately dismissed from service. Employees may be reinstated one time after successfully completing a drug treatment program, but companies are not mandated to offer reinstatement under the DOT regulations.

Because of lawsuits contesting the DOT regulations, random drug testing for truckdrivers and maritime workers and some post-accident testing for truckdrivers has been postponed, pre-employment testing for truckdrivers and merchant sailors has been eased,[6] and all drug testing for mass transit workers has been suspended.[7] Besides the legal challenges, labor unions have sought safeguards for their members through collective bargaining. Reinforcing the union's bargaining power in this area, the National Labor Relations Board ruled in June 1989 that drug testing of organized workers is subject to collective bargaining.

Agreements containing testing provisions

Only about two-fifths of agreements containing alcohol or drug provisions had contract language requiring substance abuse testing.[8] (See table 2.) Testing provisions were found in only 48 agreements, covering 500,600 workers. The 48 testing clauses were, by far, most prevalent in trucking, with the remaining provisions scattered in the mass transit, primary metals, and transportation equipment manufacturing industries. Among the various reasons for testing, reasonable cause was cited most frequently and was found in all five industries. (See table 3.) The incidence of testing and worker coverage was also high for mandatory periodic exams and for new hires (or "pre-use"), especially in trucking. As would be expected, because of the prevelance of testing provisions in trucking, the overall pattern of circumstances allowing for testing followed Department of Transportation regulations fairly closely. Most of the agreements in trucking allowed for new employee ("pre-use"), post-accident[9], periodic, and reasonable cause testing (illustrative clauses follow):

> (7) Testing procedures will be performed as part of pre-employment/pre-assignment practices, periodically, after currently defined DOT-reportable accidents, on the basis of reasonable cause, and upon return to duty after a positive test.
>
> (8) In cases in which an employee is acting in an abnormal manner and at least one supervisor, two, if available, have probable suspicion to believe that an employee is under the influence of controlled substances, the employer may require the employee...to provide both urine and blood specimens for laboratory testing....Urine drug screens performed in a DOT recurrent examination will be pursuant to DOT regulations. Other regularly scheduled physical examinations will be performed once every two years....Post-accident testing is defined as urine drug testing as the result of any accident reportable to DOT when there is probable suspicion of drug usage or reasonable cause to believe a

[5] About 538,000 unionized and nonunionized workers are in the aviation industry, 3 million in trucking, 90,000 in railroads, 120,000 in the maritime industry, 195,000 in mass transit, and 116,000 in the pipeline industry.

[6] Testing would not be required for truckdrivers who had a drug test within the past 6 months or had a random drug test within the past 12 months, nor until June 21, 1990, for merchant seamen who change jobs and who have already passed a drug test.

[7] On April 5, 1990, S-2434 was introduced by Senator Alfonse M. D'Amato (R-NY) to permit the Urban Mass Transportation Administration to require drug testing for mass transit employees.

[8] It is probable that testing is substantially more prevalent and is conducted under the broadly worded management rights, medical examinations, or safety and health clauses negotiated in these agreements.

[9] Post-accident testing in trucking is limited to situations where there is reasonable suspicion and the driver receives a ticket for a moving violation in connection with the accident.

driver has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor.

Types of tests

Of the 48 agreements with testing provisions, 42, covering 401,300 workers, required both random and scheduled testing. (See table 4.) Two agreements, covering 90,400 workers, required only random (unscheduled) testing, while another four agreements, covering 9,900 workers, did not specify the type of testing to be conducted. The vast majority of scheduled testing was related to periodic examinations required by the Department of Transportation. Advance notice of testing, generally in the 7- to 30-day range, was required for some tests (tied to periodic examinations) under 39 agreements, covering 435,950 workers. The vast majority of advance notice provisions were found in the trucking industry (illustrative clauses follow):

(9) When the Employer performs a urine drug screen in conjunction with a DOT or other regularly scheduled physical examination, the employee must be given no less than seven (7) days and no more than thirty (30) days advance written notice of such drug screen prior to the administration of the examination.

(10) The Employer shall give at least fourteen (14) days prior written notice to an employee of the Employer's intention to request a test for drug use during a DOT physical examination.

(11) The company...may...with advance notice to the employee include a drug screen as part of the physical examination of employees recalled from layoff after absence from work in excess of 90 days.

(12) Employees testing positive in a) and b) above (return to work testing and interplant transfer drug and alcohol testing)...will be required to submit to random chemical tests for 6 months from date they are returned to work.

Testing procedures

Of the 48 contracts containing testing provisions, 45 (covering 465,000 workers) provided descriptions of the agreed-upon testing procedures that ranged from scanty to extensive. Some provisions detailed the quality assurance standards necessary for protecting innocent employees' rights, maintaining confidentiality of testing and results, and generating reliable test results. The most elaborate testing provisions were in the National Master Freight Agreement in trucking, where contract language addressed the selection of a laboratory, specimen collection procedures, acceptable testing kits, test methodology, preservation of individuals' dignity and privacy, confirmation testing, etc. Teamster-United Parcel Service agreements also contained extensive procedures (illustrative clause follows):

(13) The testing program will determine the presence of marijuana, cocaine, opiates, phencyclidine (PC) and amphetamines....UPS will employ a very accurate, two-stage testing program....Urine samples will be analyzed by a highly qualified independent laboratory which is certified by the National Institute for Drug Abuse. All samples will be tested according to the following sequence:

1. All samples will first be subjected to an appropriate screening process.
2. Any sample having a negative screen (no illegal or illicitly used substances present at Health and Human Service cutoff levels) will be considered to have "passed" the test and no further testing will be done on that sample.
3. Those samples testing positive on the first screen will automatically be tested more extensively by means of Gas Chromatography/Mass Spectrometry (GC/MS).
4. If the confirmatory GC/MS test is negative, the sample will be considered to have passed and no further action will be taken.
5. Employees who test positive on the GC/MS will have all results and procedures reviewed by their district MRO (Medical Review Officer.) If the MRO determines that the test results are indeed positive, regulations require that appropriate company management be notified.

Conditions permitting discipline

All 48 agreements containing testing provisions identified conditions under which disciplinary action could be taken. (See table 6.) Twenty-one contracts, covering 281,650 workers—all in trucking, imposed disciplinary action if an employee either failed a substance abuse test, refused to take the test, or tampered with specimens. Another 17 agreements, covering 141,050 workers, specifically mentioned testing positive as the only reason for discipline. Several of the remaining agreements permitted disciplinary action if an employee failed or refused to take a test, or failed a confirmation test (illustrative clauses follow):

(14) A refusal to provide either specimen (urine or blood) will constitute a presumption of intoxication and the employee will be subject to discharge....If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive....If the...urine test is positive...the employee is subject to discharge....If the blood test is positive...the employee shall be subject to discharge.

(15) In respect to discharge...no warning notice need be given to an employee before he is discharged if the causes of such discharge are for ...drinking while on duty, drunkenness while on duty...being under the influence of, addiction to or possession of LSD, marijuana, heroin or controlled substances and/or drugs either while on duty or on company property....Refusal to take a sobriety or drug screen test shall establish a presumption of drunkenness and/or being under the influence of drugs.

Types of discipline

Of the 48 agreements having testing provisions, 42 (covering 428,550 workers) permitted discharge as the most severe disciplinary action for a positive alcohol or drug test. (See table 6.) One agreement allowed employees the choice of voluntarily entering a substance abuse treatment program, or being temporarily discharged pending the successful completion of a rehabilitation program; another varied the discipline based upon the number of offenses and whether the employee was selling or using drugs; and one other gave the company the option to either discharge the substance abuser or place that employee in a rehabilitation program. No agreements cited suspension or mandatory treatment as the only disciplinary action that could be taken for testing positive (illustrative clauses follow):

(16) Proven intoxication by alcohol or drugs while at work may be grounds for immediate discharge.

(17)

Class "B" Rules

First Offense——Suspension

Second Offense——Five Days Suspension Pending Discharge

Working while under the influence of alcohol or drugs or using alcoholic intoxicants or drugs on Company property.

Class "C" Rules

First Offense——Five Days Suspension Pending Discharge

Dealing in drugs (narcotics) while on Company premises.

(18) An employee suspended, pending discharge, after testing positive for drugs...may pursue all of his or her rights under the contractual grievance procedure, or alternatively, may choose to participate in the disciplinary drug rehabilitation program.

Chapter 5. Alcohol and Drug Rehabilitation Programs

Most collective bargaining agreements having detailed alcohol and drug abuse provisions included programs containing four distinct elements: (1) early detection or voluntary assessment; (2) evaluation or referral for evaluation or counseling; (3) treatment; and (4) appropriate follow-up after an employee returns to work. The purpose of the programs was to give assistance to employees who decided to undergo treatment and to remove those employees who continued to be substance abusers.

Confidentiality

Confidentiality clauses recognize the need to foster a climate that protects the employee from the social stigma associated with substance abuse so that treatment programs will work more effectively. If voluntary treatment is to be successful, employees need to consult on a confidential basis with their supervisors or medical personnel without fear of public exposure or of disciplinary action based on such discussions. Confidentiality clauses were found in 54 agreements, covering 993,150 workers. (See table 1.) The vast majority of these clauses were in trucking and in transportation equipment manufacturing, particularly in the production of motor vehicles (illustrative clauses follow):

(19) The Company and the Union agree to cooperate at each plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation....In addition, such a request, and any records generated by such a request, shall remain confidential.

(20) We will continue to develop methods that will more effectively encourage afflicted employees to seek assistance under the program (alcohol and drug treatment) and that will convince them of the privacy and confidentiality of such assistance. To this end, Management and the Union Shop Committee, will...establish procedures for the confidential maintenance of records of employees using the program.

Employee assistance programs

Employee assistance programs (EAP's) enable troubled employees (or their dependents in some cases) to receive assistance for a variety of personal problems that are not necessarily limited to alcohol and drug abuse. The programs can be run internally by company or union personnel or through outside contractors. Employee assistance counselors usually assess an employee's particular problem, offer some counseling, and, if necessary, refer the employee to outside counseling or rehabilitation. These counselors also may conduct educational or awareness programs designed to acquaint employees with ways to identify addiction and available courses of treatment. Provisions for employee assistance programs were found in 36 contracts, covering 704,000 workers. (See table 1.) The vast majority of workers covered by these provisions were in transportation equipment manufacturing (illustrative clauses follow):

(21) The company and the union agree to cooperate in encouraging employees suffering from the illness of alcoholism or from drug dependency to undergo a coordinated program directed to their rehabilitation. It is agreed the Company and the Union will recognize one Union Coordinator for the purpose of discussion and consultation with the Employee Assistance Program Supervisor or delegate regarding items of mutual concern. The Union, shall, after notice to and permission the foreman, be allowed to leave his job to attend meetings with the company representative at a time mutually agreed upon. These meetings may include the Union Coordinator's participation in the counseling of employees he or she has referred to the Employee Assistance Program.

(22) It is in the Corporation's and Union's mutual interest to provide a framework with which...employees voluntarily and confidentially may seek professional counseling, treatment, or other assistance to address...(drug and alcohol) problems....In this regard, the parties accordingly have established a new joint Employee Assistance Program under the UAW/Chrysler National Training Center. The new Program provides for: (1) early identification and voluntary assessment of...employees having alcoholism or drug dependency problems as well as emotional disorders or serious personal problems; (2) referral of such employees for professional diagnostic evaluation, counse ling or treatment; and (3) appropriate follow-up on their counseling or rehabilitation progress.

EAP representatives. Thirty-five agreements, covering almost 700,000 workers, permitted EAP representatives appointed by the union to serve with pay during working hours as part of an employee assistance program. Virtually all agreements set limits on the number of representatives or the number of hours the representatives could spend on EAP work (illustrative clause follows):

(23) The maximum number of hours per week in which the EAP Representative of each plant will be allowed to perform his function shall be determined on the basis of the number of UAW-represented employees in his plant...:

Number of employees	Hours off job per week
600 or more	40
250 to 599	8
Less than 250	4

The duties of the EAP Representative, working with a designated management representative, are to:

assist in the identification, education, referral and follow-up of employees with problems which adversely affect job performance and/or attendance relating to alcohol and drug dependencies, emotional disorders or personal problems while assuring requisite confidentiality standards are observed;

act as liaison with appropriate members of line supervision, labor relations, plant medical, other union representatives, and with the mental health/substance abuse managed care program;

assist in evaluating the effectiveness of various programs plans and services;

participate in formal employee assistance training/instruction programs and review and make recommendations to the management representative concerning program content;

assist in coordinating and implementing various local program applications and related services available under the Employee Assistance Program.

Joint committees. Most agreements providing for EAP's made no reference to the establishment of joint labor-management committees to develop, implement, and run substance abuse programs. Joint committees were found in only nine agreements, covering 560,200 workers. Most of the nine clauses were negotiated in the transportation equipment manufacturing industry, where both local and national committees were in place. Generally, the committees (or the EAP's) worked outside the grievance procedures covered under the contract (illustrative clauses follow):

(24) Joint Local Employee Assistance Program committees will be established....The function of...(each) committee is to coordinate (Employee Assistance) Program activities...the Grievance Procedure set forth in the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the Program.

(25) III Local Substance Abuse Committee

The Budd Company and the International Union may respectively designate one representative of local management and one representative of the local union to work cooperatively outside the grievance procedure on these problems.

Rehabilitation

Of the 124 agreements having alcohol and drug provisions, 101 (covering more than 1.2 million workers) provided substance abuse treatment using the health plan under the collective bargaining agreement. (See table 1.) Worker coverage and prevalence were highest in transportation equipment manufacturing and in trucking. Unlike workers in other industries, however, employees in trucking who were on a leave of absence to undergo substance abuse treatment usually had to pay their employers' contributions to the health and welfare fund. No workers were covered by agreements providing for detoxification only.

Under most substance abuse clauses, employees who voluntarily request treatment before any disciplinary action has been imposed and those who are offered or are required to undergo treatment are eligible to receive benefits for treatment through the company/union medical plan. The rehabilitation programs vary considerably by type of treatment (e.g., acute care, inpatient facilities, partial hospitalization, residential treatment, outpatient treatment) and the maximum length of time or expenditure permissible under the medical plans. A handful of agreements either provided extra benefits for treatment or explicitly excluded use of the contracts' health plan (illustrative clauses follow):

(26) ...the benefits provided for (drug and alcohol) treatment will be different than those benefits provided by the regular benefit plan....Basic medical benefits will be paid. However, the plan deductible in major medical will not apply if inpatient confinement in a hospital or facility occurs.

(27) Hospital expense benefits and physician's expense benefits (in-hospital only) are payable for confinement due to alcoholism or chemical dependency (drug abuse)....The plan will pay room and board expenses and expenses for other necessary services and supplies incurred during the first 45 days of confinement in a hospital or facility in each calendar year.

Leave to undergo treatment

Employees suffering from alcohol or drug dependency may be eligible for sick leave or a leave of absence to undergo treatment at an approved treatment center or hospital. To be eligible, the employee must usually request or accept treatment prior to having been disciplined for substance abuse or for some other violation of the contract or company rules. Fifty agreements, covering 997,450 workers, permitted employees to take a leave of absence while in a rehabilitation program. (See table 1.) The vast majority of these workers were in trucking and in transportation equipment manufacturing (illustrative clauses follow):

(28) Alcoholism or drug dependency may be the basis for granting medical leave...to individuals while under treatment at a generally recognized and accepted treatment center or hospital if such treatment is requested prior to the employee's having been terminated for unsatisfactory attendance or violation of other company rules.

(29) An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug abuse. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

In addition, 54 contracts, covering 770,808 workers, contained contract language dealing with sick leave benefits for employees enrolled in a substance abuse treatment program. The prevalence of these sick leave provisions was highest in primary metals and transportation equipment manufacturing. Only two agreements in the study explicitly excluded the payment of sick leave benefits for illness or injury due to substance abuse, while another one allowed the company the option to deny these payments (illustrative clauses follow):

(30) Employees who have met the requirements to receive sickness and accident benefits and who have been referred for treatment for chemical dependency shall receive sickness and accident benefits for the initial in-patient treatment program followed up by enrollment in an ongoing out-patient treatment program.

(31) All claims for sick benefits shall be subject to the acceptance or rejection of the Company...(which) can declare an employee ineligible for benefits when it deems that the illness or accidental disability resulted from drug abuse or intoxicating liquors (except when complying with the Marcus Hook Refinery Policy on Alcoholism).

(32) No employee shall receive (sick leave) benefits under this plan whose sickness is caused by...drug addiction, intoxication or any injury that may be the result of any intoxication or drug addiction.

Chapter 6. Follow-up

Follow-up clauses provide for monitoring the recovery and preventing relapses of employees who return to work after treatment for substance abuse. Monitoring may include counseling, surveillance, or testing. Relapse prevention programs may include ongoing support groups, in-house or outside counseling services, individual or group therapy, sponsoring by a recovered addict, or attendance at meetings of support groups such as Alcoholics Anonymous or Narcotics Anonymous. Although follow-up programs are commonly held to be one of the most important elements of a successful treatment program, their prevalence in collective bargaining agreements, while widespread, is not universal. It is possible that some programs exist but are not mentioned in labor contracts, or that the parties may not as yet have substantive follow-up programs since they have spent more time and effort in identifying and sending substance abuse offenders to counseling or treatment than in structuring follow-up programs.

Follow-up provisions were found in 49 agreements, covering 966,150 workers. (See table 5.) The majority of these 49 clauses were found in trucking (illustrative clauses follow):

(33) "Effective" treatment for chemical dependency is defined as a therapy program...that includes individual or group follow-up therapy at least once a month under a physician's direction and attendance at least twice each month at meetings sponsored by organizations devoted to therapeutic treatment of chemical dependencies.

(34) Ongoing support groups will be available for the employee as a part of the initial treatment plan and for long-term care.

(35) Employees provided with treatment for drug related problems must agree to undergo periodic urinalysis from time to time...during and after completion of such treatment.

Disciplinary action for refusing or not completing treatment

Thirteen agreements, covering 613,700 workers, called for discipline if an employee refused treatment, or failed to successfully complete a treatment program. In most cases, particularly in transportation equipment manufacturing, these agreements did not have alcohol or drug testing provisions. Disciplinary action usually took the form of a financial penalty, although discharge and the imposition of stayed disciplinary action were found in a few agreements (illustrative clauses follow):

(36) Non-completion of the reimbursable portions of this (alcohol and drug) treatment plan...may result in...a $500 overpayment...as a result of medical expenses incurred on the employee's behalf...(unless) the employee establishes to the satisfaction of the Plant Medical Director and/or his/her designee that such employee is motivated toward recovery and that the treatment plan was discontinued for a satisfactory reason.

(37) The employee's participation in such (alcohol and drug) treatment is voluntary. However, if the employee refuses such treatment, or fails to cooperate in its successful completion, any disciplinary action for his or her job performance or attendance problems which has been held in abeyance may be taken.

(38) The patient must complete the course of (alcohol or drug) treatment to be eligible for substance abuse benefits.

(39) Should the employee fail to successfully complete the (Alcoholic Rehabilitation) Program, he/she will be removed from MTA employment.

Subsequent rehabilitation

Substance abuse experts agree that relapses after an initial treatment are common because addiction is often deeply rooted. Relapses are more common when the addict has been using more than one type of controlled substance or if the addiction existed for a long time before the employee received treatment. Considering the importance of multitreatment programs, the number of contracts providing them (44, covering 759,408 workers) was not very high when compared to the number of agreements providing substance abuse treatment (101). (See table 5.) In most cases, rehabilitation was covered by the medical plan, although in some cases employees were required to pay fo r their medical expenses after the initial subsequent treatment. In addition, both annual and lifetime limits were found in almost all clauses dealing with subsequent treatment, with limits expressed in number of days, number of treatments, and dollar amounts (illustrative clauses follow):

(40) If the employee who undergoes institutionalized (drug and alcohol) treatment is a member of the Atlantic Richfield Comprehensive Medical Plan, the Plan will pay 90 percent of room and board and miscellaneous expense charges and 80 percent of physicians' expenses directly related and incurred while undergoing treatment (a) at a hospital when medically required, or (b) for a lifetime maximum of 60 days at an approved non-hospital treatment center....The Program's benefit allowances as described above will be available to each employee for one period of approved institutionalized treatment only.

(41) The amount of the maximum benefit for all covered medical services is shown in Table III below. This maximum applies separately to each member of the fam-

ily covered by the Plan. Benefits paid and applied to reduce the maximum benefit, while covered under a company-sponsored medical plan for active or retired personnel, and not reinstated under a prior agreement, are not reinstated by this agreement and shall serve to reduce the maximum benefits available hereunder.

TABLE III

Maximum Benefits	$1,000,000, subject to the following maximum benefits payable:
Substance Abuse Treatment	Not more than $4,000 during each calendar year for treatment of substance abuse.

(42) If you undergo a prescribed course of treatment provided by an accredited hospital or an approved rehabilitation facility for alcoholism or drug addiction, benefits will be provided under the program as follows:

(a) an amount equal to the hospital's or facility's charge for:
room and board for each day of inpatient confinement...
;or
a course of outpatient visits; and
professional and other services and supplies required for your medical care and treatment...

(b) up to the following maximum periods for each course of treatment:
28 days of inpatient confinement...plus five inpatient days for detoxification; or
30 outpatient visits plus five inpatient days for detoxification: or
5 inpatient days for detoxification

(c) a maximum of two courses of treatment per life time.

Post-treatment testing

To assure that their employees were ready to return to the workplace after successfully completing an addiction treatment program, employers required return-to-work testing in 38 agreements, covering 433,050 workers. (See table 7.) Thirty-two provisions, all found in trucking, specified three tests were to be administered during a 12-month period, with a positive test resulting in discharge (illustrative clauses follow):

(43) Upon being reinstated, the employee will be subject to three additional tests for drugs without prior notice, with two tests to occur within six months of the employee's return to employment. A positive test result...or a refusal to submit to testing shall result in discharge.

(44) Employees whose initial drug screen is positive, regardless of the reason for the drug screen, will be subject to subsequent drug screens conducted without advance notification to the employee within the 12 month period following the initial drug screen. If a subsequent drug screen is positive, the employee will be disciplined (5-day suspension pending discharge).

Chapter 7. Reinstatement of Discharged Employees

Some contracts allowed employees who had been discharged for positive testing to be reinstated if they subsequently successfully completed a substance abuse treatment program, i.e., they could be reemployed. Reinstatement clauses were found in 32 agreements, covering 418,500 workers. (See table 8.) In every case, return-to-work testing was required, usually for a specified period. A positive test resulted in dismissal in almost all cases. The vast majority of reinstatement provisions were found in the trucking industry, where discharged employees were allowed reinstatement on a one–time basis and were subject to three random tests during a 12–month period (illustrative clauses follow):

(45) Any employee testing positive for drugs in a D.O.T. recurrent or other regularly scheduled physical examination, thereby subjecting the employee to discipline, shall be granted reinstatement on a one–time basis if the employee successfully completes a program of evaluation and, if necessary, treatment as approved by the applicable Health and Welfare Fund....Upon being reinstated, the employee will be subject to three additional tests for drugs without prior notice, with two tests to occur within six months of the employee's return to employment, and the third test to occur within six to twelve months after the employee's return to employment. A positive test result...or refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

(46) An employee who has been dismissed from service...will be restored to duty...if he or she enrolls in a treatment program and is certified by such program or other medical authority as being free from mis–use of alcoholic beverages, controlled substances or drugs; or (2) submits other medical proof satisfactory to the Authority that he or she is not mis–using alcoholic beverages, controlled substances or drugs....Such restoration shall be considered no earlier than one month nor later than one year following such dismissal. An employee may be restored to duty under the provision of this section only once. A second dismissal will be final and will not be subject to such restoration.

Chapter 8. Summary

Substance abuse provisions are common in the major collective bargaining agreements in the five selected industries studied. Nearly three–fifths of the agreements, covering somewhat more than four–fifths of all workers, contained such provisions. Of the industries studied, the prevalence of substance abuse provisions was highest among regulated industries, particularly those subject to Department of Transportation regulations.

Almost all agreements covered both alcohol and drugs, and virtually all employees under these agreements were covered by the substance abuse provisions. When employers suspected a substance abuse problem existed, they frequently offered counseling or rehabilitation to the employee or required the employee to undergo testing. Less frequent, but still significant, was the discharge of an employee suspected or identified as being a substance abuser.

Except in trucking, few agreements provided for testing. When testing was allowed, it could be conducted only under specific conditions to protect the rights of affected employees. Thus, not all employees covered under testing provisions would actually be subject to testing. Generally, only employees who were suspected of substance abuse, or who had to take periodic examinations (especially physicals required by DOT), or who were job applicants or new employees were subject to testing. Most agreements providing testing allowed both scheduled and random testing. Scheduled testing usually was conducted only for periodic examinations and screening new employees or job applicants, and random testing for reasonable suspicion. No agreement allowed random, blanket testing. Employees testing positive were frequently subject to discipline, up to and including discharge. A number of contracts, however, allowed employees to undergo treatment and, in some cases, where discharge was allowed, to be reinstated after successfully completing a treatment program.

Although relatively few agreements specifically provided for employee assistance programs for alcohol and drug problems, worker coverage under these programs, particularly in large contracts in transportation equipment manufacturing, was extensive. This seems to suggest that these programs were probably related to industry and size of the bargaining unit.

Employees who were substance abusers were frequently eligible for various types of assistance benefits under the collective bargaining plan. Use of the medical plan for substance abuse treatment under collective bargaining agreements was widespread. Use of leave to undergo rehabilitation and eligibility for accident and sickness benefits, while less extensive, were both common. Employees were frequently eligible for multiple treatment programs, although annual or lifetime limitations were set. In addition, employees were sometimes required to pay for rehabilitation after an initial treatment.

Table 1. Alcohol and drug abuse provisions in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	Agreements having a substance abuse provision						Agreements having a --						
	Substance coverage			Employee coverage						Treatment program[2]			
	All substance abuse provisions	Alcohol only	Alcohol and drugs	All employees	Specific positions	Other	Testing provision	Confidentiality pledge	Employee assistance programs[1]	All treatment programs	Use of medical plan	Use of accident and sickness benefits	Use of leave of absence
Total:													
Number of agreements	124	3	121	115	8	1	48	54	36	106	101	54	50
Number of workers	1,283,801	4,600	1,279,201	1,189,751	88,850	5,200	500,600	993,150	703,948	1,248,808	1,222,558	770,808	997,450
Petroleum refining:													
Number of agreements	6	-	6	6	-	-	-	-	4	5	4	3	-
Number of workers	7,418	-	7,418	7,418	-	-	-	-	5,118	6,418	5,118	3,618	-
Primary metals:													
Number of agreements	30	1	29	30	-	-	4	6	2	26	25	26	-
Number of workers	135,103	1,000	134,103	135,103	-	-	39,600	40,400	9,400	128,690	127,590	128,690	-
Transportation equipment:													
Number of agreements	34	1	33	34	-	-	2	13	25	31	31	15	14
Number of workers	659,280	1,500	657,780	659,280	-	-	3,850	554,050	640,480	652,050	652,050	560,750	602,600
Local and interurban transit:													
Number of agreements	16	1	15	15	-	1	6	1	5	11	8	9	3
Number of workers	92,600	2,100	90,500	87,400	-	5,200	71,450	17,000	48,950	80,850	57,000	76,550	14,050
Trucking and warehousing:													
Number of agreements	38	-	38	30	8	-	36	34	-	33	33	1	33
Number of workers	389,400	-	389,400	300,550	88,850	-	385,700	381,700	-	380,800	380,800	1,200	380,800

[1] Employee assistance programs (EAP's) are company/union-sponsored programs that enable troubled employees or their dependents to receive help for a variety of problems. The programs are not necessarily restricted to alcohol or drug abuse, but may deal with a variety of domestic, social, or psychological problems.

[2] The sum of the number of agreements and workers in each category exceeds the total because employees under some agreements were eligible for more than one type of treatment program.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 2. Permitted action after employer identifies substance abuse problems, major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	All substance abuse provisions	Permitted action				
		Immediate dismissal	Suspension	Counseling or treatment	Testing	Other
Total:						
Number of agreements	124	10	1	33	48	32
Number of workers	1,283,801	21,513	1,000	648,230	500,600	112,458
Petroleum refining:						
Number of agreements	6	1	-	1	-	4
Number of workers	7,418	1,000	-	1,500	-	4,918
Primary metals:						
Number of agreements	30	3	1	1	4	21
Number of workers	135,103	5,413	1,000	1,300	39,600	87,790
Transportation equipment:						
Number of agreements	34	2	-	28	2	2
Number of workers	659,280	6,900	-	639,530	3,850	9,000
Local and interurban transit:						
Number of agreements	16	3	-	2	6	5
Number of workers	92,600	6,500	-	3,900	71,450	10,750
Trucking and warehousing:						
Number of agreements	38	1	-	1	36	-
Number of workers	389,400	1,700	-	2,000	385,700	-

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 3. Employees tested under alcohol and drug abuse provisions in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	All testing provisions	Testing provisions for employees who are --[1]					
		Suspected of substance abuse	Required to take periodic exams	Recalled after layoff or long absence	New or job applicants	Not specified	Other
Total:							
Number of agreements	48	45	40	6	36	1	6
Number of workers	500,600	491,900	450,750	73,450	400,050	2,500	60,800
Primary metals:							
Number of agreements	4	4	-	3	-	-	1
Number of workers	39,600	39,600	-	35,600	-	-	5,400
Transportation equipment:							
Number of agreements	2	1	1	2	1	-	1
Number of workers	3,850	1,350	1,350	3,850	1,350	-	2,500
Local and interurban transit:							
Number of agreements	6	5	4	1	1	-	4
Number of workers	71,450	67,750	66,200	34,000	17,000	-	52,900
Trucking and warehousing:							
Number of agreements	36	35	35	-	34	1	-
Number of workers	385,700	383,200	383,200	-	381,700	2,500	-

[1] The sum of the number of agreements and workers in each category exceeds the total because some agreements required testing under more than one circumstance.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 4. Characteristics of drug and alcohol testing procedures in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	Mandatory testing for some employees[1]	Type of testing[2]			Advance notice[3]	
		Random	Random and scheduled	Not specified	Not required	Required for some tests
Total:						
Number of agreements	48	2	42	4	9	39
Number of workers	500,600	9,400	481,300	9,900	64,650	435,950
Primary metals:						
Number of agreements	4	2	2	-	2	2
Number of workers	39,600	9,400	30,200	-	9,400	30,200
Transportation equipment:						
Number of agreements	2	-	1	1	2	-
Number of workers	3,850	-	1,350	2,500	3,850	-
Local and interurban transit:						
Number of agreements	6	-	5	1	3	3
Number of workers	71,450	-	67,750	3,700	47,700	23,750
Trucking and warehousing:						
Number of agreements	36	-	34	2	2	34
Number of workers	385,700	-	382,000	3,700	3,700	382,000

[1] No agreement provided for voluntary testing or mandatory testing for all employees.
[2] No agreement required only scheduled testing.
[3] No agreement called for advance notice for all tests conducted under the testing provision.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 5. Follow-up provisions in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	Follow-up provisions[1]				Subsequent rehabilitation[2]	
	All follow-up provisions	Recovery monitoring	Relapse prevention	Testing	Number of provisions	Use of medical plan
Total:						
Number of agreements	49	13	12	38	44	43
Number of workers	966,150	436,950	534,150	433,050	759,408	757,808
Petroleum refining:						
Number of agreements	–	–	–	–	3	3
Number of workers	–	–	–	–	3,618	3,618
Primary metals:						
Number of agreements	1	1	1	1	10	10
Number of workers	4,000	4,000	4,000	4,000	68,390	68,390
Transportation equipment:						
Number of agreements	13	12	11	2	27	26
Number of workers	536,950	432,950	530,150	3,850	640,250	638,650
Local and interurban transit:						
Number of agreements	3	–	–	3	4	4
Number of workers	49,200	–	–	49,200	47,150	47,150
Trucking and warehousing:						
Number of agreements	32	–	–	32	–	–
Number of workers	376,000	–	–	376,000	–	–

[1] The sum of the number of agreements and workers in each category exceeds the total because agreements may include more than one type of follow-up provision.

[2] Employees in some bargaining units were eligible for a course of treatment beyond the initial course because benefits were provided in the medical plan, although not specified in the agreement.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 6. Discipline permitted in testing provisions in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	All testing provisions	Type of discipline permitted[1]		Discipline permitted if employee --[2]		
		Discharge	Other	Fails test	Fails, or refuses to take, or tampers with test	Other
Total:						
Number of agreements	48	42	6	17	21	10
Number of workers	500,600	428,550	72,050	141,050	281,650	77,900
Primary metals:						
Number of agreements	4	1	3	4	-	-
Number of workers	39,600	5,400	34,200	39,600	-	-
Transportation equipment:						
Number of agreements	2	-	2	1	-	1
Number of workers	3,850	-	3,850	1,350	-	2,500
Local and interurban transit:						
Number of agreements	6	5	1	2	-	4
Number of workers	71,450	37,450	34,000	5,250	-	66,200
Trucking and warehousing:						
Number of agreements	36	36	-	10	21	5
Number of workers	385,700	385,700	-	94,850	281,650	9,200

[1] No agreement with a testing provision imposed only suspension, or required only substance abuse treatment for employees testing positive.

[2] No agreement imposed discipline if an employee only refused to take the test, or only tampered with a specimen.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 7. Follow-up testing in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	All follow-up testing provisions	Type of testing				Number of tests[1]		Testing period (in months)[2]			Disciplinary action		
		Random	Scheduled	Random and scheduled	Not specified	Three	Not specified	7 to 12	Over 12	Other	Suspension	Discharge	Other
Total:													
Number of agreements	38	26	1	1	10	21	17	24	1	13	1	36	1
Number of workers	433,050	324,000	4,000	5,200	99,850	281,650	151,400	327,000	5,200	100,850	4,000	396,050	34,000
Primary metals:													
Number of agreements	1	-	1	-	-	-	1	-	-	1	1	-	-
Number of workers	4,000	-	4,000	-	-	-	4,000	-	-	4,000	4,000	-	-
Transportation equipment:													
Number of agreements	2	2	-	-	-	-	2	1	-	1	-	2	-
Number of workers	3,850	3,850	-	-	-	-	3,850	1,350	-	2,500	-	3,850	-
Local and interurban transit:													
Number of agreements	3	1	-	1	1	-	3	2	1	-	-	2	1
Number of workers	49,200	34,000	-	5,200	10,000	-	49,200	44,000	5,200	-	-	15,200	34,000
Trucking and warehousing:													
Number of agreements	32	23	-	-	9	21	11	21	-	11	-	32	-
Number of workers	376,000	266,150	-	-	89,850	281,650	94,350	281,650	-	94,350	-	376,000	-

[1] All agreements specifying the number of tests specified three.
[2] No agreement was found with a testing period less than 7 months.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more. Dash denotes zero.

Table 8. Reinstatement after discharge in major collective bargaining agreements in effect on or after January 1, 1989, selected industries

Industry	All discharge provisions	Reinstatement			Waiting period[1]			
		All reinstatement provisions	On a one-time basis	Limit not specified	1 to 6 months	7 to 12 months	Not specified	Other
Total:								
Number of agreements	42	32	31	1	1	1	27	3
Number of workers	428,550	418,500	408,500	10,000	34,000	10,000	352,150	22,350
Primary metals:								
Number of agreements	1	1	1	-	-	-	-	1
Number of workers	5,400	4,000	4,000	-	-	-	-	4,000
Local and interurban transit:								
Number of agreements	5	2	1	1	1	1	-	-
Number of workers	37,450	44,000	34,000	10,000	34,000	10,000	-	-
Trucking and warehousing:								
Number of agreements	36	29	29	-	-	-	27	2
Number of workers	385,700	370,500	370,500	-	-	-	352,150	18,350

[1] No agreement contained a waiting period exceeding 12 months.

Dash denotes zero.

NOTE: Major collective bargaining agreements are those that cover 1,000 workers or more.

Appendix A. Identification of Clauses

All unions are affiliated with the AFL-CIO except those designated as (Ind.).

Clause number	Agreement	Expiration date
1.	General Motors, Master Agreement, Interstate, Auto Workers (UAW)	September 1990
2.	Bowman Transportation, Inc., Interstate, Steelworkers (USA)	September 1991
3.	Bethlehem Steel Corp., Interstate, Steelworkers (USA)	August 1989
4.	Cessna Aircraft Co., Wichita, KS Machinists (IAM)	October 1990
5.	Litton Industries Inc., Ingalls Shipbuilding Division, Pascagoula, MS Metal Trades Department of the AFL–CIO, Pascagoula Metal Trades Council	February 1990
6.	Exxon Corp, East Texas Division, Houston, TX Employee's Federation of Exxon (Ind.)	February 1989
7.	United Parcel Service, Inc., Central States Agreement, Interstate, Teamsters (IBT)	July 1990
8.	National Master Freight Agreement, Central States Area Local Cartage Supplement, Interstate, Teamsters (IBT)	March 1991
9.	National Master Freight Agreement, Central States Area Over–the–Road Motor Freight Supplement, Interstate, Teamsters (IBT)	March 1991
10.	United Parcel Service, Inc., Northern California Teamsters (IBT)	July 1990
11.	US Steel Corp., Salaried Employees, Interstate, Steelworkers (USA)	February 1991
12.	Kaiser Aluminum & Chemical Corp., Interstate, Steelworkers (USA)	October 1990
13.	United Parcel Service, Inc., Package Agreement, California Teamsters (IBT)	July 1990
14.	National Master Freight Agreement, Southern Conference Local Freight Forwarding Garage Agreement, Interstate, Teamsters (IBT)	March 1991
15.	Eastern Labor Advisory Association, Cement Division, Interstate, Teamsters (IBT)	February 1992
16.	Cartage Exchange of Chicago, Inc., and others, Chicago, IL Machinists (IAM)	April 1991
17.	Harsco Corp., Bowen-McLaughlin-York Co. Division, York, PA Steelworkers (USA)	January 1991
18.	National Steel Corp., Great Lakes Division, Encorse and River Rouge, MI Steelworkers (USA)	August 1993
19.	Allegheny-Ludlum Steel Corp., Mid-Atlantic Area Steelworkers (USA)	April 1990
20.	Chrysler Corp., Dayton Plant, Dayton, OH Electrical Workers (IUE)	June 1993
21	United Technologies, Pratt & Whitney Aircraft Group, Southington, CT Machinists (IAM)	December 1991
22.	Chrysler Corp., Engineering Agreement, Interstate, Auto Workers (UAW)	September 1990
23.	Chrysler Corp., Master Agreement, Interstate, Auto Workers (UAW)	September 1990
24.	Chrysler Corp., Engineering Agreement, Interstate, Auto Workers (UAW)	September 1990
25.	Budd Co., National Agreement, Interstate, Auto Workers (UAW)	March 1992
26.	General Dynamics Corp., Fort Worth Division, Texas Machinists (IAM)	November 1990
27.	General Dynamics Corp., Fort Worth Division, Texas Office and Professional Employees Union (OPEIU)	December 1990
28.	Boeing Co., Interstate, Machinists (IAM)	October 1989

Clause number	Agreement	Expiration date
29.	National Master Freight Agreement, Carolina Freight Council Over-the-Road Supplement, North Carolina and South Carolina Teamsters (IBT)	March 1991
30.	City of Detroit, Department of Transportation, Detroit, MI Transit Union (ATU)	June 1989
31.	Sun Refining and Marketing Co., Marcus Hook, PA Oil, Chemical and Atomic Workers (OCAW)	March 1990
32.	Greyhound Lines, Inc., Interstate, Transit Union (ATU)	March 1990
33.	Bethlehem Steel Corp., Interstate, Steelworkers (USA)	August 1989
34.	Harsco Corp., Bowen-McLaughlin-York Co. Division, York, PA Steelworkers (USA)	January 1991
35.	Textron, Lycoming Division Stratford, CT Auto Workers (UAW)	May 1991
36.	Bethlehem Steel Corp., Interstate, Steelworkers (USA)	August 1989
37.	Boeing Co., Interstate Seattle Professional Engineering Employees Association (Ind.)	December 1989
38.	Boeing Co., Interstate, Machinists (IAM)	October 1989
39.	City of Baltimore, Mass Transit Authority, Baltimore, MD Transit Union (ATU)	June 1990
40.	Atlantic Richfield Co. & Arco Pipline Co., Interstate Oil, Chemical and Atomic Workers (OCAW)	January 1990
41.	Boeing Co., Interstate Seattle Professional Engineering Employees Association (Ind.)	December 1989
42.	U.S. Steel Corp., Interstate, Steelworkers (USA)	February 1991
43.	National Master Freight Agreement, New York-New Jersey Area General Trucking Supplement, New York and New Jersey Teamsters (IBT)	March 1991
44.	Harsco Corp., Bowen-McLaughlin-York Co. Division, York, PA Steelworkers (USA)	January 1991
45.	National Master Freight Agreement, Southern Conference Over-the-Road Motor Freight Supplement, Interstate, Teamsters (IBT)	March 1991
46.	New York City Transit Authority, New York, NY Transit Union (ATU)	April 1991

Appendix B. Selected Alcohol and Drug Abuse Provisions

To illustrate how alcohol and drug abuse provisions appear in an agreement, sections of several agreements are reproduced here. Intervening, irrelevant clauses have been deleted.

Agreement between:

Employer: General Motors Corporation
Union: United Automobile, Aerospace & Agricultural Workers of America
Expiration date: September 1990

Recovering From Substance Abuse

General Motors and the International Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among GM workers represented by the UAW.

Alcoholism and drug dependency is recognized by medical, public health authorities, General Motors and the UAW as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and tardiness and the violation of shop rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on plant efficiency and endangers the job security of the worker.

The causes of alcoholism and drug dependency are not well understood and cures are difficult. Nonetheless, General Motors and the UAW believe that constructive measures are possible to deal with the problem which is a major cause of family breakdown and is related to personal breakdown and violence in the community.

I. Objective

The objective of this joint effort is to help employees who become afflicted with alcoholism or drug dependency. Joint effort by General Motors and the International Union is designed to establish a system for early identification of these problems in an employee, referral of the employee for proper treatment, and concerned follow-up.

General Motors and the International Union acknowledge that neither local management nor the local union working alone can always provide the level of motivation required by the alcoholic or drug dependent employee. As a result, mutual cooperation is imperative in encouraging the employee to seek treatment, and to maintain a resolve to avoid alcohol or drugs following treatment.

II. Guidelines for Administration

Responsibility for directing and coordinating these efforts will be the principal function of the National Substance Abuse Committee. The Committee will be comprised of an equal number of representatives from the respective organizations appointed by the Vice President, Industrial Relations for General Motors and the Vice President and Director of the GM Department of the UAW. This Committee will engage in a cooperative effort and function administratively in consulting with and seeking the cooperation of local management and local union personnel. In this regard it is important to:

1. Generate a climate at the plant level which will eliminate the effects of the social stigma associated with alcoholism and drug dependency, which act as a barrier to constructive corrective action;

2. Encourage the local management and the local union at all levels to exercise their best efforts toward the objective of early identification and motivation of the employee to seek treatment and rehabilitation;

3. Assure confidentiality in working with the employee;

4. Assure the employee of a sympathetic understanding of his problem; and

5. Assist in developing educational and informational materials for use at the plant level. These may be supplemented by materials which either General Motors or the International Union may wish to issue separately.

III. Local Substance Abuse Committee

General Motors and the International Union may respectively designate one representative of local management and one representative of the local union to work cooperatively outside the grievance procedure on these problems. Among the responsibilities of the local committee will be to:

1. Survey community resources to determine the availability of appropriate treatment facilities and the cost of treatment. Where facilities are inadequate or unavailable, undertake efforts to improve the situation.

2. Develop ways whereby the disease is identified in its early stages, and whereby the employee is encouraged and assisted to obtain treatment without delay. It is recognized that the employee can be dealt with most effectively on a cooperative Management-Union basis.

3. Help the employee understand that he may consult on a confidential basis with the plant medical director, or an outside qualified facility or agency, concerning his problem without fear of disciplinary action based on such discussion.

4. Arrange for the local insurance program administrator or the local union insurance representative to be available to explain to the employee and others who may be involved the extent to which recommended treatment qualifies for payment under the GM Insurance Program.

Agreement between:

Employer: National Master Freight Agreement
Union: International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America
Expiration date: March 1991

Alcohol and Drug Use

In revising the program, the parties attempted to anticipate pending federal legislation and Department of Transportation regulations. The parties have agreed that the Drug & Alcohol Abuse Program will be modified in the event federal legislation or Department of Transportation (DOT) regulations provide for revised testing methodologies or requirements.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

NMFA UNIFORM TESTING PROCEDURE

(a) Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and a supervisor has probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a Union Shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and release the results of the laboratory testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period (not to exceed one (1) hour), the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

Contractual time limits for disciplinary action, as set forth in the appropriate Supplemental Agreement, shall begin on the day on which specimens are drawn.

In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed to procedures under the appropriate Supplemental Agreement for determining alcohol intoxication shall continue to apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".

(b) D.O.T. Recurrent Examination and Other Regular Physical Examinations

Where an Employer elects to perform a urine drug screen in conjunction with a D.O.T. or other regularly scheduled physical examination, the employee must be given seven (7) days' advance written notice of such drug screen prior to the administration of the examination. The employee is required to sign for the notice. Urine specimens must be analyzed pursuant to the methodology described in Parts (e) and (f) of this Section. Urine drug screens performed in a D.O.T. recurrent examination will be pursuant to D.O.T. regulations. Other regularly scheduled physical examinations will be performed once every two (2) years within sixty (60) days after an employee's anniversary date.

(c) Chain of Possession Procedures

At the time specimens are collected for either probable suspicion, D.O.T. examination or other regularly scheduled physical examinations, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the labo-

ratory are those of the employee. The required procedure is as follows:

(1) For probable suspicion testing, blood should be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be scaled in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by air courier or other fastest available method.

(2) Where urine specimens are to be provided, at least sixty (60) ml of specimen shall be collected in total and placed in two (2) self-sealing, screw capped containers. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has an obligation to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container which is again initialed by the employee, and sent via air courier or other fastest available means to the designated testing laboratory.

In this urine collection procedure, urine shall be obtained directly in a wide-mouthed "clinic" specimen container, which shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper-resistant urine bottles in the kit. At the employee's request, he may void directly into the two (2) tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimens to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process , physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory. The Employer may take disciplinary action based upon properly obtained laboratory results.

(d) Drug Testing Kits

(1) Blood Sample Kits

The contents of the blood sample kits shall be as follows:

a. Security seals for sealing and initialing each collection container; and nylon-reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.

b. Non-alcohol antiseptic swab (providone-iodine 10%).

c. Holder for evacuated tube and needle.

d. 20 gauge x 15" multiple sterile pyrogen-free needle.

e. Two (2) sterile evacuated GRAY top blood collection tubes containing 100 mg. sodium fluoride and 20 mg potassium oxalate. (Two (2) sterile evacuated blood collection tubes without anticoagulant, preservative or serum separator--e.g., RED top or DARK BLUE top tubes--are optional.)

f. Instructions for specimen collection and subject consent form, and chain of possession form.

The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimens before sealing the entire kit. The exterior of the collection kit must then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab areas, or sealing the flaps if so provided). If possible, have the employee initial the "nylon" seals or flaps.

(1) Urine Collection Kits

Where the Employer requires a urine drug screen, the contents of the urine collection kit shall be as follows:

a. Two (2) screw-capped self-sealing tamper resistant urine collection bottles.

b. Security seals for sealing and initialing the urine bottle.

c. Instructions for urine collection.

d. Chain of possession form, with space for listing "current" medication(s)--including prescription and non-prescription (e.g., "over-the-counter") medications.

e. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.

f. A self-adhesive mailing label and a separate set of nylon-reinforced shipping seals for re-sealing the transportation container, for use in the event that the second (2nd) part of the urine sample is to be shipped to a different laboratory.

The chain of possession form in the urine collection kit shall be completed by the clinic personnel and returned to the kit before sealing the entire kit. The exterior of the urine collection kit shall then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab area or sealing the flaps if so provided). If possible, the employee should initial the "nylon" seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above. Alternatively, the employee to be tested shall be given a random choice of the available kits.

(e) Laboratory—Requirements

(1) Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed in Part (f), employing the test methodologies and cutoff levels specified in Part (f).

(2) Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

(3) Split Sample Procedure

There will be an optional split sample procedure available to employees in D.O.T. recurrent or other regularly scheduled physical examinations. When a test kit is received by a laboratory, one (1) sealing urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The employee will be given two (2) containers for the urine specimen. The two (2) containers must be filled with no less than 60 ml of urine in total and then forwarded to an approved laboratory for testing. If the first (1st) laboratory tests the specimen as positive pursuant to the testing methodology, upon request of the employee within twenty-four (24) hours, the second (2nd) urine specimen will be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties choice for GCMS confirmatory testing of the presence of the drug. In the event the employee in unavailable and cannot be reasonably reached in the twenty-four (24) hour period referred to herein to request the implementation of the split sample testing process, the process will be implemented automatically by the Employer. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to insure payment by the employee. If an employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

(4) Laboratory Accreditation

All laboratories used to perform urine testing pursuant to this Agreement will have to be accredited by the National Institute on Drug Abuse (NIDA). Any laboratory which has been previously approved by the parties to this Agreement to perform testing may continue to be used for testing only if they: a. either currently have NIDA accreditation; or, b. apply for and receive NIDA accreditation by April 1, 1989.

(f) Laboratory—Testing Methodology

(1) Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory and certified as accurate.

(2) Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

a. The blood/serum contains at least two (2) and up to five (5) nanograms THC/mL and at least ten (10) nanograms THC metabolites/mL.

b. The blood/serum contains at least five (5) or more nanograms THC/mL, regardless of the THC metabolite concentration.

c. The blood/serum contains twenty (20) or more nanograms THC/mL, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained a "negative" finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

(3) Prescription and Non-prescription Medications

The employee shall note, on a form furnished by the Employer, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

(g) Leave of Absence Prior to Testing

(1) An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

(2) Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements there to except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

(3) Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part (i) of this Section. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

(4) The provisions of this Section shall not apply to probationary employees.

(h) Disciplinary Action Based on Positive Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

(1) If a laboratory, following the procedures described in Parts (e) and (f), reports that a urine test is positive in a D.O T. recurrent or regularly scheduled physical examination, the employee shall be subject to discharge (except as provided in Part (i)).

(2) If a laboratory, following the procedures described in Parts (e) and (f), reports that a blood test is positive in a probable suspicion test, the employee shall be subject to discharge.

(3) If test results show a blood alcohol concentration equal to or above the level previously determined by the appropriate Supplemental Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Supplemental Agreement.

(i) Return to Employment After a Positive Test in a D.O.T. Recurrent or Other Physical Examination

(1) Any employee testing positive for drugs in a D.O.T. recurrent or other regularly scheduled physical examination, thereby subjecting the employee to discipline, shall be granted reinstatement on a one-time basis if the employee successfully completes a program of evaluation and, if necessary, treatment as approved by the applicable Health and Welfare Fund. Any cost of rehabilitation, over and above that paid for by the applicable Health and Welfare Fund must be borne by the employee.

(2) While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except continued accrual of seniority.

(3) Upon being reinstated, the employee will be subject to three (3) additional tests for drugs without prior notice, with two (2) tests to occur within six (6) months of the employee's return to employment, and the third (3rd) test to occur within six (6) to twelve (12) months after the employee's return to employment. A positive test result as set forth in Part (f) of this Section or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

(j) Special Grievance Procedure

(1) On or before September 1, 1988, the Employers and the Unions shall together create a Special Joint Conference Area Committee consisting of an equal number of employer and union representatives for each Area Conference to hear drug-related discipline disputes. All such disputes arising after the establishment of the Joint Area Conference Committee shall be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the dispute shall be heard by the Special Joint Conference Committee within ninety (90) days of the Committee's receipt of the dispute. Where the Special Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Where the Special Joint Area Committee is unable to agree on or come to a decision on a dispute, the dispute may be referred to final and binding arbitration or to the National Grievance Committee.

(2) The procedures set forth herein may be invoked only by the authorized union representative or the Employer.

Change in DOT Regulations

In the event of the imposition of new national standards relating to blood alcohol content levels for commercial truck drivers during the life of this Agreement, the parties agree that they will renegotiate the provisions of this Agreement directly affected by such action.

Upon the failure of the parties to agree on such negotiations within sixty (60) days, the matter will be submitted directly to the National Grievance Committee.

Agreement between:

Employer: Southeastern Pennsylvania Transportation Authority
Union: Transport Workers Union of America
Expiration date: March 1991

Drug and Alcohol Testing

The provisions of this section are intended to accompany and, where inconsistent, to supersede (but only as to employees represented by Local 234) the Authority's "Integrated Program of Education, Assistance, and Testing for Intoxicants and Controlled Substances, As Revised, And as Further Modified and Submitted to the Honorable Edmund V. Ludwig, United States District Judge, on January 28, 1988" (the "Integrated program").

I. Types of Testing

(a) Reasonable Suspicion Testing

The Authority may require an employee to submit to drug and alcohol testing on a reasonable suspicion basis when a supervisor trained in the detection of drug and alcohol use can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators of probable drug or alcohol use. The Authority and the Union understand such indicators to include such of the following as would reasonably lead the supervisor to conclude that drug or alcohol use is a contributing factor: Behavior or actions which differ from normal behavior or actions under the circumstances, inappropriate or disoriented behavior and incidents involving serious violations of safety or operating rules and practices.

(b) Post-accident Testing

The Authority may require an employee involved in an accident to submit to drug and alcohol testing following any accident in which there is a death or injury requiring an individual to be taken to a medical treatment facility or if there is more than $5,000 in property damage or the occurrence must be reported to the Federal Highway Administration, unless the employee's performance can be completely discounted as a contributing factor to the accident. The specimen collection under this section shall be done as soon as possible but in no event later than 32 hours after the accident.

(c) Random Testing

(i) The following employees represented by Local 234 shall be subject to random testing: (1) Bus Person, Surface Train Person, Subway-Elevated Train Person; (2) Construction Equipment Operators; (3) Towerpersons; (4) Signal Maintainers; (5) Power Distribution Maintainers; (6) Inspectors (vehicle, mechanical, truck and structural); (7) Vehicle Mechanics/Maintainers; (8) Welders; and (9) other employees whose duties relate to safe operation of passenger service and who operate a revenue service vehicle, whether or not such vehicle is in revenue service; who control the dispatch or movement of a revenue service vehicle; or maintain revenue service vehicles or equipment used in revenue service.

(ii) The above employees shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested. An employee

shall be selected for testing on a random basis by using a scientifically valid random number generation method.

(iii) The number of random drug and alcohol tests during any calendar year shall be no more than 50% of the number of employees in the pool referred to in subparagraph (2) (ii) above.

(d) Transfer Testing

The Authority may require a drug and alcohol test of an employee applying for a transfer from one Authority position to another only when such employee is applying to transfer from a job not subject to random testing to a job subject to random testing.

(e) Follow-up Testing

(i) Employees who are returned to work after completion of a voluntary rehabilitation program under Section 6 of the Integrated Program shall be subject to unannounced follow-up tests for a period of 6 months and to scheduled tests for an additional 9 months.

(ii) Employees who are returned to work after completion of a rehabilitation program under Section 15 of the Integrated Program shall be subject to unannounced follow-up tests for a period of 12 months and not more than 12 scheduled tests for an additional 18 months.

(f) Physical Examination Testing

The Authority may require vehicle operators to submit to a drug and alcohol test as part of the biennial physical examination required by the Commercial Motor Vehicle Carriers Act. Such examination shall occur during the month of the employee's birthday with at least 30 days notice of the initial test.

(g) Protective Testing

(i) An employee whose test results in a positive indication which cannot be tested for confirmation or must be reported as negative due to a failure or defect in the testing procedure or chain of custody may be required to submit to an additional test before being permitted to return to work (if the employee has been held off pending the test results) or on the employee's next working day following the Authority's receipt of notice of the failure or defect (in all other cases).

(ii) The Authority may require a safety sensitive employee to submit to a drug and alcohol test in a situation where the Authority receives a reliable report that the employee has had an off-duty drug or alcohol-related arrest.

(h) No Other Testing

The Authority shall not require any employee to submit to drug or alcohol testing except as set forth above or otherwise required by law or regulation.

II. Testing Methodology

(a) Drugs Tested For

Specimens shall be tested for (i) marijuana, (ii) cocaine, (iii) opiates, (iv) phencyclidine (PCP), (v) amphetamines, (vi) alcohol, (vii) barbiturates, (viii) benzodiazepines, (ix) methaqualone, (x) such other substances as may be required by law and (xi) any other substance now or hereafter classified as a Schedule I or II controlled substance by the provisions of 21 U.S.C. 812 or the Regulations of the Drug Enforcement Administration at 21 C.F.R. 1308.11.

(b) Definition of Positive and Negative Results

An employee shall be deemed to have a positive test result when the testing procedure complied with the requirements of the Integrated Program as amended to conform with the UMTA Guidelines and this agreement and the test result showed the presence of a prohibited drug, prohibited drug metabolite or alcohol at a level above the cut-off level prescribed therein (e.g., a 100 ng/ml cut-off level for marijuana metabolites and a .04% cut-off for alcohol).

(c) Applicability of Medical Review Procedure

The Medical Review procedure outlined in Section 15 (a)-(d) of the Integrated Program, as modified in Section IV below, shall apply to all drug and alcohol testing performed by the Authority.

III. Consequences of Failing or Refusing a Test

(a) Refusal to Submit to a Test

Failure to submit to a drug and alcohol test properly required under the circumstances set forth above is a dischargeable offense.

(b) Reasonable Suspicion Testing

When, following the Medical Review procedure outlined in Section 15 (a)-(d) of the Integrated Program, a positive result from a properly required reasonable suspicion test stands, the employee is subject to discharge.

(c) Post-Accident Testing

When, following the Medical Review procedure outlined in Section 15 (a)-(d) of the Integrated Program, a positive result from a properly required post-accident test stands, the employee will be treated as follows:

(i) If the investigation of the accident results in a finding that the employee contributed to the cause of the accident in a manner which, had all the relevant facts been known to a supervisor on the scene, would have given that supervisor an independent, reasonable suspicion that drug or alcohol use was a contributing factor, the employee shall be subject to discharge.

(ii) If the investigation of the accident does not result in such a finding or if the accident is classified as unpreventable, the employee shall be treated in accordance with the procedure for a first positive test under Section 15(e) of the Integrated Program without pay for intervening time.

(d) Other Testing

When, following the Medical Review procedure outlined in Section 15 (a)-(d) of the Integrated Program, a positive result from a properly required test of any other type stands, the employee shall be treated in accordance with Section 6 or 15(e), as appropriate, of the Integrated Program.

IV. Conformity to law; Severability

Should any decision of the United States Supreme Court, the United States Court of Appeals for the Third Circuit, the United States District Court for the Eastern District of Pennsylvania or a Pennsylvania appellate court, in litigation not involving the Authority and the Union, hold that a provision of a drug or alcohol testing program substantially identical to a provision of this section or the Integrated Program violates the Constitution or a statute of the United States or the Constitution, a statute or the common law of Pennsylvania, the Authority shall immediately cease application of that provision. All other provisions of this section and the Integrated Program shall continue in effect.

Agreement between:

Employer: U.S. Steel Corporation
Union: United Steelworkers of America
Expiration date: February 1991

Alcoholism and Drug Abuse Program

Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

In order to assist employees and to provide a safe working environment, the Company, in addition to the testing now being done for cause, may, effective April 1, 1987, with advance notice to the employee, include a drug screen as part of the physical examination of employees recalled from layoff after absences from work in excess of 90 days. Such screen shall be done utilizing the most reliable procedures available and under the supervision of qualified medical personnel. Should an employee test positive as to any illegal drug and a retest confirms the positive result, he shall be offered rehabilitation. All programs will be carried out with due regard to employees' right to privacy. The Company will not require employees to submit to random or blanket drug screening.

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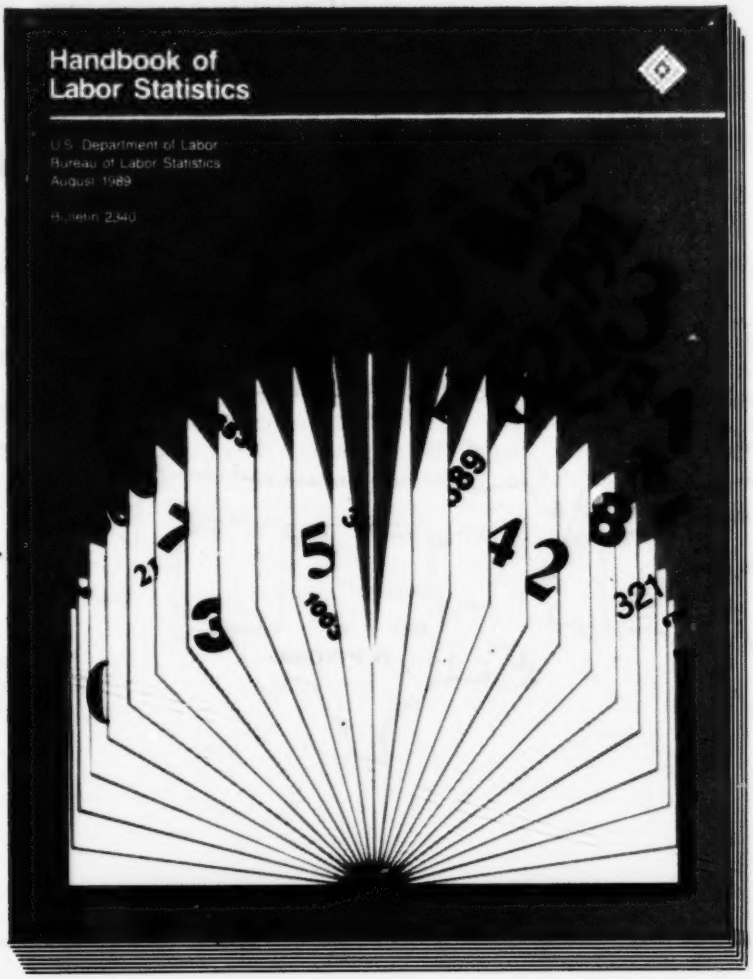

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